

# NETSPAN SERVICES AGREEMENT

between

AMERITECH INFORMATION SYSTEMS, INC.

and

MILWAUKEE PUBLIC SCHOOLS

This Agreement is entered into as of the date of the last signature hereto (the "Effective Date", as defined in Section 1 below) between Ameritech Custom Business Services, a division of Ameritech Information Systems, Inc. with its principal place of business located at 225 West Randolph Street, Chicago, Illinois 60606-1824 as agent and representative of Wisconsin Bell, Inc., a Wisconsin corporation d/b/a Ameritech Wisconsin ("Ameritech"), and **Milwaukee Public Schools** ("Customer"), with offices at 5225 West Vliet Street, Milwaukee, Wisconsin 53208.

WHEREAS, Ameritech values Customer's business and desires to provide to Customer discounts for certain Ameritech Services based upon the satisfaction of the conditions contained in this Agreement; and

WHEREAS, Customer desires to obtain discounts for certain Ameritech Services based upon Customer's purchase of a minimum amount of such Ameritech Services as stated herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Customer hereby agree as follows:

1. Term. The term of this Agreement shall be five (5) years, commencing on the first date such discounts apply, provided however that the discounts provided herein shall apply no later than sixty (60) days after the Effective Date of this Agreement.

2. Ameritech Contributory Services. During the term of this Agreement, Customer (including affiliates which are both owned and controlled by Customer) shall purchase from Ameritech for its own internal use the Ameritech Services described in Schedule A at the monthly rates set forth in the applicable tariff, the Ameritech Catalog, any other existing Agreement or as set forth in Schedule A (the "Contributory Services"). Customer agrees that it will not resell any of the Contributory Services set

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Solely for use by employees of Ameritech and Customer with a need to know. Not to be disclosed to or used by any other person without prior written permission of Ameritech.

EXHIBIT

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forth on Schedule A. The Contributory Services purchased by Customer herein shall be provided to Customer at the locations set forth in Schedule C and are subject to the terms and conditions of the applicable tariffs, the Ameritech Catalog, or any other existing agreement for such Contributory Services except as provided herein. Additional Ameritech Services may be added to Schedule A upon the mutual written agreement of the parties.

3. Customer Commitment. In order to receive Service Level and Volume Discounts on the Ameritech Services set forth in Schedule B, Customer shall annually commit to purchase, at a minimum, the dollar amount of the Contributory Services set forth in Schedule A (the "Annual Commitment Level"). The Annual Commitment Level set forth in Schedule A shall be reviewed and calculated annually on the anniversary date of the Term of this Agreement by Ameritech and Customer. Customer will be invoiced on a monthly basis for Contributory Services and Customer agrees to pay such invoice within thirty (30) days of the invoice date or as provided within the applicable tariff, the Ameritech Catalog, or any other existing agreement for such Contributory Services. In the event Customer's purchases during each twelve (12) month period of the term are less than the Annual Commitment Level set forth in Schedule A, Ameritech shall invoice Customer the difference between the Contributory Services purchased and the Annual Commitment Level set forth in Schedule A. Payment on such invoice shall be due to Ameritech within thirty (30) days of the invoice date.

#### 4. Discounts.

(a) As a result of Customer's Annual Commitment Level set forth in Schedule A, Customer shall become entitled to both Service Level Discounts/Rates and/or Volume Discounts (the "Discounts") on the Ameritech Services listed in Schedule B. The discount percentages/rates for the Service Level and/or Volume Discounts are also set forth in Schedule B. At the end of each month, Ameritech shall apply the Service Level Discount where noted in Schedule B to the rate set forth in Schedule A (unless Schedule A reflects a postalized rate which already includes the Service Level Discount). The Volume Discount set forth in Schedule B shall be applied after giving effect to the Service Level Discount. Discounts are not applicable to nonrecurring charges. The Discounts shall be applied to Customer's monthly invoice. Such Discounts shall apply within sixty (60) days of the Effective Date of this Agreement and are based on Customer's satisfaction of the Annual Commitment Level for each year of this Agreement.

(b) During the term of this Agreement, Customer may, upon providing written notice to Ameritech, increase Customer's Annual Commitment Level in order to receive additional discounts. Changes to Customer's Annual Commitment Level and respective Discounts due thereon shall be made effective within thirty (30) days of Ameritech's receipt of Customer's written notice.

5. Termination Liability. Except as provided elsewhere in this Agreement, in the event Customer terminates this Agreement prior to its expiration for any reason, other than breach of the Agreement by Ameritech, Customer shall be billed a lump sum amount equal to the Annual Commitment Level remaining for the balance of the term of this Agreement reduced to its net present value utilizing the interest rate at prime as the most recent published by the First Chicago NBD Corporation.

6. Adjustments in Customer's Sites. The locations and accounts set forth in Schedule C (which may be modified from time-to-time) served by Ameritech shall contribute to the Annual Commitment Level and receive the benefits of this Agreement. It shall be Customer's responsibility to notify Ameritech of any changes to Customer's locations. In the event there are any significant changes in Customer's locations, Customer and Ameritech shall negotiate in good faith any changes required to this Agreement.

7. Limitation of Liability. Ameritech shall not be liable to Customer for any indirect, incidental, special or consequential damages, including lost profits and business opportunities, regardless of the form of action, arising out of or in connection with the performance or nonperformance of obligations undertaken in this Agreement.

8. Assignment. Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment shall be in whole and not in part, and any such assignment without prior written consent of Ameritech shall be void.

9. No Disclosure. Except to the extent required by law or government regulation, Customer shall not make any public announcement of or otherwise disclose to any third party the existence of this Agreement or any of the terms or provisions of this Agreement without Ameritech's prior written consent.

10. Entire Agreement. The terms and conditions contained in this Agreement are in addition to the terms and conditions of the applicable tariffs, the Ameritech Catalog, or any other existing agreements. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications except for any applicable tariffs. This Agreement may only be modified by a writing signed by both parties.

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## SCHEDULE A

### Contributory Services

All Services billed out of Ameritech's Exchange Tariff (with the exception of CALC and E-911 charges) including but not limited to those listed below shall be provided at the rate(s) set forth in this Schedule and shall contribute to Customer's Annual Commitment Level.

<u>Ameritech Services</u>	<u>Service Rate/Minute</u> (if postalized)	<u>Main Billing</u> <u>Telephone Number</u>
Wisconsin:		(414) 475-8000
<b>Ameritech Local Access Services:</b>		
■ PBX Trunks (DID, DOD, 2-way)	-	
■ Measured Business Lines	-	
■ ISDN (BRI, Prime, Centrex)	-	
■ Centrex	-	
<b>Ameritech Local Usage:</b>		
■ Wisconsin Local Usage	-	
■ Intra-Company Local Usage	-	
■ Abbreviated Dialing Local Usage	<i>Same Rate as Local</i>	
■ Calling Card (excluding surcharges)	<i>Same Rate as Toll</i>	
<b>Ameritech IntraLATA Toll/800 Usage:</b>		
■ IntraLATA Toll	\$0.07/min.	
■ Toll-Free 800/888	-	
■ Intra-Company IntraLATA Toll	-	
■ Abbreviated Dialing Toll	<i>Same Rate as Toll</i>	
■ Calling Card (excluding surcharges)	<i>Same Rate as Toll</i>	
<b>Features:</b>		
■ Abbreviated Dialing	-	
■ Alternate Routing	-	
■ PrimeNumber	-	

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**Contributory Services (continued)**

**Transport (Exchange Tariff  
Only)**


■ Analog Private Lines	-
■ ADTS DS1 Charges	-
■ DSO	-
■ DS1	-
■ DS3	-
■ SONET	-

Customer's Annual Commitment Level is \$1,250,000.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

Milwaukee Public Schools

Ameritech Custom Business Services, a  
division of Ameritech Information  
Systems, Inc. as agent and  
representative of Wisconsin Bell, Inc., a  
Wisconsin Corporation d/b/a Ameritech  
Wisconsin

  
By: Ron Overton 2-26-99

Printed  
Name: RON OVERTON

Title: TECH SERVICES

Date: 1/14/99

By: Susan Modesto

Printed  
Name: Susan Modesto

Title: V.P. Sales

Date: 10/15/98

☐ Check this box if you wish to protect the telephone numbers under this Agreement from being switched to another carrier without your knowledge.

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## SCHEDULE B

### Eligible Services

<u>Eligible Ameritech Services</u>	<u>Applicable Service Level Discount or Service Level Rate</u>	<u>State Designation</u>
<b>Ameritech Local Access Services:</b>		Wisconsin
■ PBX Trunks	-	
■ Measured Business Lines	-	
<b>Ameritech Local Usage:</b>		
■ Wisconsin Local Usage	40%	
■ Intra-Company Local Usage	5%	
■ Abbreviated Dialing Local Usage	-	
<b>Ameritech IntraLATA Toll/800 Usage:</b>		
■ IntraLATA Toll	Postalized Rate Reflected on Schedule A	
■ Toll-Free 800/888	-	
■ Intra-Company IntraLATA Toll	5% Off Toll Rate Reflected on Schedule A	
■ Abbreviated Dialing Toll	-	

Customer shall receive 10% Volume Discount off Services listed above.

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